

Unit No. 182/182A

COLLECTIVE AGREEMENT

BETWEEN

CIRCLE OF HOME CARE SERVICES (TORONTO)
C.O.B. AS CIRCLE OF CARE

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 204
(A.F. of L., C.I.O., C.L.C.)

FULL AND PART-TIME SERVICE

EFFECTIVE: APRIL 1, 2001

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BETWEEN:

**CIRCLE OF HOME CARE SERVICES (TORONTO)
C.O.B. AS CIRCLE OF CARE
(Hereinafter referred to as the "Employer")**

- and

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F. of L., C.I.O., C.L.C.
(Hereinafter referred to as the "Union")**

ARTICLE 1 - GENERAL PURPOSE

1.01 The purpose of this Agreement is to establish and maintain orderly collective bargaining relations between Circle of Care and its employees represented by the Union.

The Union and the Employer recognize their obligations in promoting a harassment free work environment and in ensuring that every individual has the right to dignity and respect and to be treated fairly in the workplace.

Harassment can be defined as any unwelcome action by any person, in particular management or a co-worker, whether verbal or physical, on a single or repeated basis which humiliates, insults, degrades or threatens the health or well-being of an individual or which poisons the work environment. Unwelcome or unwanted in this context means any action that the harasser knows or ought reasonably to know are not desired by the individual.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Employer recognizes the Service Employees International Union, Local 204 as the sole and exclusive bargaining agent of all employees of Circle of Home Care Services (Toronto) c.o.b. as Circle of Care in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, office and clerical staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

2.02 It is agreed that the word "Employee" or "Employees" whenever used in this Agreement shall be deemed to refer only to an Employee or Employees in the applicable bargaining unit as

hereinbefore identified.

2.03 Where the singular or feminine is used in this Agreement, it shall be deemed to include the plural or masculine and vice versa where the context so requires.

2.04 Excluded Persons

Anyone excluded from the bargaining unit(s) as described in Article 2.01 shall not perform services for clients normally provided by members of the bargaining unit save and except in case of emergency or to training or demonstration or in circumstances beyond the control of the Employer.

2.05 The Employer agrees that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 It is recognized and agreed by both the Union and the Employer that the Employer is a private organization dependent upon public and private funding and volunteer support. Nothing in this Agreement shall be intended or interpreted as limiting the ability

of the Employer to respond to the needs of the community or the requirements of obtaining or continuing to obtain funding from various sources. The Union acknowledges and recognizes that all matters concerning the management of the Employer's operations and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except where specifically limited by an express provision in this Agreement. Without restricting or limiting the generality of the foregoing, the Union acknowledges and recognizes the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, transfer, assign, promote, increase or decrease work assignments and determine standards of performance and work assignments;
- (c) discharge, suspend, demote or otherwise discipline employees provided that a claim by an employee who has successfully completed her probationary period, that she has been disciplined, suspended or discharged without just cause may be the subject of a grievance dealt with as hereinafter provided;

- (d) make, enforce, and alter from time to time reasonable rules and regulations governing the conduct of the employees and to be observed by the employees which are not inconsistent with the provisions of this Agreement;
- (e) generally to manage the services in which the Employer is engaged or may become engaged without in any way restricting the generality of the foregoing to determine the types of services to be provided and the programs required to carry out those services including the right to plan, direct, and control service, facilities, programs, courses, procedures, methods, staffing, location and classification of personnel required from time to time, work assignments and the scheduling thereof, supervision and control of programs; and
- (f) take all steps as may be deemed advisable by the Employer to carry out the Employer's mandate to provide quality services to the community and to obtain funding to provide such services.

3.02 The Employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.01 The Employer shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions:

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues. The Union from time to time shall notify the Employer, in writing, to indicate the current amount of such Union dues.

- (b) New employees shall have deductions made on the first regular deduction the month following the month in which they were hired.
- (c) Union dues will be deducted from the employee's pay each pay period. The Employer shall remit those dues deducted in a month not later than the fifteenth (15th) day of the following month in which the deductions were made. The Employer agrees to include on employees' T-4 slips the annual amount of Union dues deducted from the employees' pay by the Employer and remitted to the Union.
- (d) The Employer agrees when forwarding Union dues to submit a list of the names of the employees on whose behalf such deductions have been made, together with a list of employees who have been terminated during the month and a list of employee's current addresses and phone numbers. The Employer will include the Social Insurance Number of each employee appearing on the dues check-off list and will include the address and phone number of new employees when they are placed on the check-off list.

4.02 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

ARTICLE 5 - NO DISCRIMINATION

5.01 The parties agree that they and the employees covered by this Agreement shall comply with the provisions of the Ontario Human Rights Code and the Employment Standards Act.

5.02 The parties agree that there will be no discrimination, interference, restraint, coercion, or intimidation exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of her activity or lack of activity in the Union.

5.03 The Union further agrees that there will be no solicitation of members, collection of dues, Union executive or membership meetings or other Union activities either on the premises of the Employer or at such location where services are being provided by employees except as specifically permitted by this Agreement or as specifically authorized in writing by the Employer.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01 The Employer agrees that it shall not lock out employees during the term of this Collective Agreement.

6.02 The Union agrees that during the term of this Collective Agreement, it will not cause, permit, or authorize its members to strike, sit down, slow down, or engage in any other work stoppage, or any form of collective action which will interfere with or stop service and that, if such collective action would take place, the Union will instruct its members to continue to work and to perform their duties in the usual manner.

ARTICLE 7 - UNION REPRESENTATION

7.01 Grievance Committee

- (a) The Employer will recognize a Grievance Committee composed of the Chief Steward and not more than four (4) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- (b) The Union shall keep the Employer notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.
- (c) The Union acknowledges and agrees that the Stewards and other employee committee members as described in this article have regular duties to perform in connection with their employment with the Employer. Grievance and committee meetings between the parties shall be scheduled as part of the employee's regularly scheduled working hours and shall be attended with pay. A general representative of the Union may be present at any meeting of the Grievance Committee.

7.02 Union Stewards

- (a) The Employer agrees to recognize six (6) Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary

period for the purpose of dealing with Union business as provided under this Collective Agreement.

- (b) A Chief Steward may be appointed or elected. The Chief Steward may, in the absence of any steward, assist in the presentation of any grievances, or with any steward function.
- (c) The Union shall keep the Employer notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- (d) The Union acknowledges and agrees that Stewards have regular duties to perform in connection with their employment and will not absent themselves from their duties without obtaining permission to do so from their immediate supervisor on duty at the time. The Stewards will first obtain the supervisor's permission before undertaking any such business and when such business has been completed, the Steward shall advise the supervisor. Such permission shall not be unreasonably withheld.
- (e) A Steward who is requested by the Employer to attend a meeting will be reimbursed at her regular rate of pay.

7.03 Negotiating Committee

- (a) The Employer agrees to recognize a Negotiating Committee comprising of four (4) members to be elected, or appointed from amongst employees in the bargaining unit, who have completed their probationary period.
- (b) Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Union when negotiating with the Employer.
- (c) Circle of Care will pay the home service workers on the union negotiating committee at one hundred (100) per cent of their normal wage rates for time spent at meetings called jointly for purposes of discussing the union contract by the union and management committees, up to the point of conciliation, from then onwards payment shall be fifty (50) percent.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 (a) For the purpose of this Agreement, a grievance is defined as a difference arising either between a member of the bargaining unit and the Employer or between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

(b) For the purposes of the Collective Agreement, "working day" means a weekday, Monday, to Friday, other than a statutory holiday.

8.02 The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible, specify the provisions of the Collective Agreement which are alleged to have been violated.

8.03 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right upon request, to the presence of a Union Steward.

(a) At the time formal discipline is imposed, or at any stage in the grievance procedure, an employee shall have the right, to the presence of a Union steward. It is the responsibility of the employee's supervisor to inform her of that right and of the names and phone numbers of the Stewards. If she desires, the employee will call a Steward of her choice, and request her presence during the grievance meeting. She will then notify the supervisor of her selection. The supervisor will schedule a meeting at a mutually appropriate time.

(b) Following the suspension or discharge of an employee, the Employer will notify the Union in writing, within five (5) working days of the suspension or discharge.

(c) Circle of Care agrees to reimburse a Steward in attendance at a grievance meeting at her regular hourly wages for the time spent at the meeting.

8.04 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. If an employee has a complaint, such complaint shall be discussed with her immediate supervisor within five (5) working days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within five (5) working days, the employee may

proceed with the grievance procedure within five (5) working days following the decision of the immediate supervisor. Any employee is entitled, upon request, to have a Union Steward present with her when meeting with the immediate supervisor to attempt to adjust her complaint.

8.05 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step 1

The employee with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to her immediate supervisor. The immediate supervisor will deliver her decision in writing within five (5) working days following the day on which the written grievance was presented to her. Copies of the immediate supervisor's reply shall be forwarded to the grievor and the Union Steward. Failing settlement, then:

Step 2

Within five (5) working days following the decision in Step 1, the employee must submit the written grievance to the Manager of Human Resources and Administration. Within five (5) working days of receipt of the grievance by the Manager of Human Resources and Administration, unless extended by mutual agreement of the parties in writing, a meeting shall be held between the Employer, an official of the Union, the Grievor and the Steward at which time the grievance shall be discussed. The decision of the Employer shall be given in writing within five (5) working days following this meeting.

Copies of the Employer's reply shall be forwarded to the grievor, and the Union Representative.

8.06 Failing settlement under the foregoing procedure, either party may submit the matter to arbitration within five (5) working days after the decision under Step 2 is given. If no written request for arbitration is received within such five (5) working days period, unless extended by mutual agreement, the grievance shall be deemed to have been abandoned.

8.07 Policy Grievance

A grievance or complaint arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated at Step 2 within five (5) working days following the

circumstances giving rise to the grievance. Failing settlement under Step 2 within five (5) working days, the grievance may be submitted to arbitration in accordance with Article 9. However, it is expressly understood that the provisions of this Article may not be used by the Union to institute a grievance or complaint directly affecting an employee which she could have instituted herself and the regular grievance procedure shall not be thereby by-passed.

Employer Grievance

Where the grievance is an Employer grievance, it shall be filed in writing with the Union and the Union shall give its reply within five (5) working days following receipt of the grievance.

8.08 Discharge or Suspension Grievance

A grievance involving the discharge or suspension of an employee who has successfully completed her probationary period must be reduced to writing and originated under Step 2 within five (5) working days of the employee being notified of her discharge or suspension. Notwithstanding anything in this Agreement, a probationary employee may be disciplined or discharged at the sole discretion of and for any reasons satisfactory to the Employer and the parties agree that such action shall not be subject to the grievance and arbitration procedures and does not constitute a difference between the parties.

All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union and the employee(s) involved.

8.09 Grievance Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within five (5) working days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may

extend the time limits fixed in the grievance procedure.

- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) working days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to at Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 9 - ARBITRATION

9.01 When either party requests that a dispute be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within five (5) working days thereafter, the other party shall name the nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the grievance procedure. The two (2) nominees shall attempt to select, by agreement, a Chairman of the Board of Arbitration. If they are unable to agree upon such a Chairman within a reasonable period of time after the appointment of the second nominee, they shall then request the Office of Arbitration of the Ministry of Labour for the Province of Ontario to appoint a Chairman. If the parties agree in writing, a Sole Arbitrator may be substituted for a Board of Arbitration in which case, the provisions of this Article shall appropriately apply.

9.02 No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.

9.03 No matter may be submitted to arbitration which has not been properly carried through the requisite steps of the grievance procedure.

9.04 The Board of Arbitration shall not have any power to amend, alter, modify, or add to any of the provisions of this Agreement or to substitute any new provisions or any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

9.05 The proceedings of the Board of Arbitration will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee(s) concerned.

9.06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Board of Arbitration.

ARTICLE 10 - SENIORITY

10.01 Probationary Period

A new employee will be considered on probation until after she has completed sixty (60) days of actual work in the bargaining unit within any twelve (12) calendar months it being understood that a further probationary period of thirty (30) working days will be established if the Employer is not in receipt of the police and Medical reports. Notwithstanding anything in this Agreement, probationary employees shall have no seniority standing and the Employer may suspend, discharge or otherwise discipline a probationary employee at any time during the employee's probationary period and such action by the Employer should not be subject to the grievance and arbitration procedures and does not constitute a difference between the parties. During the probationary period, the probationary employee shall have no right whatsoever under this Agreement.

10.02 Upon successful completion of such probationary period, the employee's name will be placed on the appropriate seniority list and credit shall be given for the number of days of work actually completed by the employee with the Employer since the date of last hire.

10.03 Seniority Lists

Seniority lists showing the ranking of employees on a bargaining unit wide basis shall be prepared twice annually according to the records of the Employer and posted on/by May 31 nd November 30. The seniority list shall be posted on a bulletin board provided by the Employer. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) calendar days from the date of posting. The Employer will send a copy of the seniority list once finalized to the Union and to each of the Stewards once it is posted.

New employees appearing on the list for the first time have fifteen (15) calendar days to challenge their position on the list.

10.04 Definition of Seniority

Employees will accumulate seniority on the basis of their continuing service and shall have seniority dating from the last day of hire except as otherwise provided herein. Seniority shall be recognized by classification except as otherwise provided herein.

10.05 Transfer of Service and Seniority

An employee whose status is changed from full-time to part-time shall receive credit for her full service and seniority in accordance with Article 10. An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year equals 1500 hours worked, and will be enrolled in the employee benefit plans subject to meeting any waiting periods or other requirements of those plans.

10.06 Loss of Seniority

An Employee shall lose all service and seniority and shall be deemed to have been terminated if she:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c) fails to report for a scheduled work assignment without notifying the Employer of such absence and providing a reason satisfactory to the Employer for such absence or is absent from a scheduled assignment without permission of the Employer;
- (d) has been laid off for the lesser of eighteen (18) calendar months or length of her seniority;
- (e) is absent due to illness or disability (including absences for which Workers' Compensation Benefits are received) which absence continues for the lesser of eighteen (18) calendar months or period equivalent to the employee's length of seniority at the time of the illness or disability commenced; or
- (f) fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for any purpose other than that for which it was granted.

The parties will abide by the Ontario Human Rights Code.

ARTICLE 11 - LAY-OFF AND RECALL

11.01 In the event of a lay-off, the Employer agrees that employees shall be laid off in the reverse order of their seniority within classification. The employees shall be recalled to work in order of their seniority in classification.

11.02 Upon successful completion of such probationary period, the employee's name will be placed on the appropriate seniority list and credit shall be given for the number of days of work actually completed by the employee with the employer since the date of last hire.

11.03 Employees on lay-off are entitled to apply for any job vacancies arising out of a job posting.

11.04 It shall be the duty of the employee to notify the

Employer promptly of any change in her address. If any employee should fail to do so, the Employer will not be responsible for failure of any communication to reach the employee.

11.05 Notice of Lay-off

(a) In the event of a proposed layoff at the Employer of a permanent or long-term nature, the Employer shall:

(i) provide the Union as soon as possible with written notice of the proposed layoff or elimination of position, and

(ii) provide the affected employee(s), if any, no less than one (1) week's written notice of layoff or pay in lieu thereof for each year of service.

(b) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

(c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed (10 working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

(e) Has been laid off for lesser of eighteen (18) calendar months or length of her seniority.

ARTICLE 12 - JOB POSTING AND PROMOTIONS

12.01 The Employer agrees to post all permanent vacancies within the bargaining unit for a period of at least five (5) consecutive working days. The term permanent vacancies used in this Agreement shall be deemed to mean a vacancy which the

Employer desires to fill and arises as a result of:

- (1) The death, discharge, retirement or quit of an employee; or
- (2) The creation of a new bargaining unit job by the company.

In the event that no qualified applicants from within the bargaining unit apply, the company shall be able to fill this permanent vacancy as it sees fit.

In all cases of filling permanent job vacancies (except those in respect of positions excluded from the bargaining unit), the following factors shall be considered:

- (a) length of continuous service;
- (b) professional qualifications, training, experience, education, knowledge, skill and ability to perform the normal requirements of the job;
- (c) reliability.

Where qualifications and factors (b) and (c) are relatively equal in the judgement of the Employer, factor (a) shall govern.

ARTICLE 13 - WAGES

13.01 The Employer agrees to pay and the Union agrees to accept the schedule of wage rates attached hereto as Appendix "A" and which forms part of this Agreement.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Bereavement Leave

- (a) An employee who notifies the Employer as soon as possible following the bereavement shall be granted up to three (3) consecutive days off, without loss of her regular pay for her scheduled hours in conjunction with the death of a member of her immediate family. "Immediate family" means, parent, brother, sister, spouse, (including common law and same sex spouse), son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step-parent or stepchild.
- (b) Where an employee is unable, due to distance of

travel, to attend the funeral of her immediate family as defined in (a) above she shall be entitled to leave for mourning on the day of the funeral without loss of regular straight time earnings to which she would otherwise have been entitled on that day.

Where an employee does not qualify under the above noted condition, the Employer, may, nonetheless, grant a paid bereavement leave or an unpaid leave of absence.

14.02 Education Leave

- (a) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to take prescribed training courses.
- (b) A leave of absence, without pay, to take further training courses or seminars related to the employee's work with the Employer may be granted upon written application by the employee to her immediate supervisor. It is understood and agreed that the Employer will, wherever practicable in accordance with its scheduling requirements, arrange the scheduled work assignments of employees attending such training courses or seminars to permit such attendance.
- (c) Where an employee is required by the Employer to attend an in service, the time spent will be deemed to be time worked.
- (d) Where employees are required by the Employer to take courses for the purposes of upgrading or acquiring new skills and qualifications, the Employer shall pay the full costs associated with such courses.
- (e) Notwithstanding the provisions of the clause, where the Employer offers courses, workshops or lectures for which the attendance of employees is not required, attendance at such courses, workshops or lectures will be considered voluntary and attendance shall be without pay.

14.03 Jury and Witness Duty

An employee who has successfully completed her probationary period and who is required, and reports for jury duty in any court of law, or is required by subpoena to attend at a court of law or coroner's inquest in connection with a matter arising out of the employee's duties with the Employer, shall do so without

loss of pay provided that the employee was scheduled to work and would otherwise have worked but for such attendance, provided that the employee:

- (a) notifies the Employer immediately upon the employee's notification that she will be required to attend at court or at the inquest;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Employer the full amount of compensation received for such jury duty of attendance (excluding mileage, travelling and meal allowances) and an official receipt thereof.

14.04 Union Leave

A leave of absence for Union business may be granted without pay and without loss of seniority provided that such leave does not interfere with the continuance of efficient operations of the Employer and does not interfere with the proper care of the Employer's clients. Such leave shall be subject to the following conditions:

- (a) not more than two (2) employees are to be absent on such leave at any given time; and
- (b) a request must be made in writing and approved by the Employer at least twenty-one (21) days prior to the commencement of the function for which the leave is requested.
- (c) no one such leave of absence shall extend beyond five (5) consecutive days (Monday to Friday).
- (d) Full-time Union Officers

Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union Office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of four (4) calendar years from the date of appointment, unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the

responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

14.05 Personal Leave

An employee who has successfully completed the probationary period may apply for a leave of absence without pay for legitimate personal reasons and provided that the employee can be spared having due regard to the proper and efficient operation of the Employer and the needs of the Employer's clients, the Employer may grant or withhold any application for leave of absence depending upon the circumstances. Application for such leave should be made in writing to the Employer as far in advance as possible, but in any event at least two weeks prior to the commencement of the leave. The application must clearly state the reason for the leave of absence and the anticipated duration of such absence. The leave of absence for thirty (30) calendar days or less will not effect an employee's seniority. If the Employer grants a leave of absence in excess of thirty (30) calendar days the employee's seniority will be preserved but will cease to accumulate beyond that thirty days.

14.06 Pregnancy Leave

- (a) Pregnancy leave without pay will be in accordance with the provisions of the Employment Standards Act.
- (b) An employee who is eligible for pregnancy leave under the provisions of the Employment Standards Act may upon written request to the Employer not later than four (4) weeks following the actual date of her delivery, apply

for an extension of her maternity leave. The total pregnancy and parental leave shall not exceed fifty-two (52) weeks.

- (c) During any authorized pregnancy leave, the employee will be responsible for the employee portion of subsidized employee benefits in which she is participating. The employee may arrange with the Employer to prepay the employee portion of the premium of the subsidized employee benefits for the entire period of the leave to ensure coverage.
- (d) An employee who intends to resume her employment following her pregnancy leave shall advise the Employer of her intention at least two (2) weeks before her expected date of return. On her return to work she shall be reinstated to her position or provided with alternative work of a comparable nature at not less than her wages at the time the pregnancy leave began. An employee shall continue to accrue seniority while on pregnancy leave.
- (e) In the event that an employee wishes to return to work before the expiration of a period of six (6) weeks after the delivery, she may request that the duration of her pregnancy leave be so shortened by giving the Employer two weeks' notice of her intention to do so and upon furnishing to the Employer an acceptable medical certificate indicating that the employee, in the opinion of a legally qualified medical practitioner, is able to resume her work. The Employer shall advise the employee in writing of its consent or denial of such request, but such consent shall not be unreasonably withheld.

14.07 Parental Leave

- (a) 1. An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
 - (a) the birth of the child; or
 - (b) the coming of the child in to the custody, care and control of a parent for the first time.

2. Parental leave may begin no more than fifty-two weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

3. The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

4. The employee must give the employer at least two weeks written notice of the date the leave is to begin.

(b) 1. Subsection 14.07 (a) (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.

2. The parental leave of an employee described in subsection (1) begins on the day the employee stops working.

3. An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.

(c) Parental leave ends thirty-five weeks after it began, or 37 weeks if taken in conjunction with pregnancy leave or on an earlier day if the employee gives the employer at least four weeks written notice of that day.

(d) 1. An employee who has given notice to begin pregnancy leave or parental leave may change the notice,

(a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or

(b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.

2. An employee who has given notice to end leave may change the notice,

(a) to an earlier date if the employee gives the employer at least four weeks written notice before the date leave was to end.

(b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end.

(e) 1. During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

2. For the purpose of subsection (1) the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

3. During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

4. Seniority continues to accrue during pregnancy leave or parental leave.

(f) 1. The employer of any employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

2. If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

3. The employer shall pay a reinstated employee wages that are at least equal to the greater of,

(a) the wages the employee was most recently paid by the employer; or

(b) the wages that the employee would be earning had the employee worked throughout the leave.

(g) An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.

ARTICLE 15 - INJURY AND DISABILITY

15.01 Workers Safety and Insurance Board Injury

In the case of an accident or injury for which an employee will be compensated by the WSIB, the Employer agrees to pay the employee for the entire period of work for which she was scheduled on the day of the accident or injury.

ARTICLE 16 - HEALTH AND SAFETY

16.01 Accident Prevention - Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the Occupational Health and Safety Act, R.S.O. 1990, Ch 0.1 and as amended from time to time legislation, the Employer agrees to accept as a member of the Accident Prevention - Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Meetings shall be held every fourth (4th) month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (d) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meeting during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 17 - MISCELLANEOUS

17.01 Personnel File

An employee shall have the right to review her personnel file following reasonable verbal notice to the employee's immediate supervisor.

Any warning letter, suspension or other sanction will be removed from the employee's personnel file twelve (12) months following the date of such letter, suspension or other sanction provided that the employee's record has been discipline free for such twelve (12) month period.

17.02 Printing Costs

The Employer and the Union will share equally in the costs of printing of the Collective Agreement in a form mutually agreed upon.

ARTICLE 18 - HOLIDAYS

18.01 The Employer recognizes the following as paid holidays for full-time employees:

New Years Day	Float Holiday*
Good Friday	*as described in 18.06
Victoria Day	
Canada Day	
Civic Holiday (first Monday in August)	
Labour Day	
Thanksgiving Day	
Christmas Day	
Boxing Day	

18.02 To be eligible for holiday pay, an employee must have completed her probationary period and must have completed her scheduled work assignment immediately prior to and immediately following the holiday.

18.03 An employee will not be disqualified from receiving holiday pay if she is absent on any such qualifying day if her absence is due to a bona fide illness which is proven by medical certificate.

18.04 An employee who does not report for a scheduled work assignment on a holiday after having been requested to do so by the Employer shall lose her entitlement to holiday pay.

18.05 Where an employee is eligible to be paid for a paid holiday, the employee shall be paid the average of the employee's daily earnings, exclusive of overtime and travel

time, over a period of thirteen (13) work weeks preceding the paid holiday.

18.06 Where an employee qualifies for statutory holiday pay in accordance with the provisions of this Agreement, the employee shall receive credit for seniority on the basis of an average of the service hours worked during the thirteen (13) weeks preceding the holiday.

18.07 When a paid holiday falls during an employee's vacation, she shall, at the option of the employee, either be paid for the holiday in addition to her scheduled vacation, or, may take an extra day off at time mutually agreeable to the employee and the Employer.

18.08 Home service workers will be entitled to one (1) additional paid holiday per year, subject to appropriate notice and the approval of the responsible supervisor. Such holiday cannot be taken to extend any other holiday which falls on a Friday or Monday.

18.09 If an employee is required to work on any paid holiday, she shall be paid for the holiday (provided she otherwise qualifies) and in addition will receive one and one-half (1 ½) times her regular hourly rate of pay for all hours worked on the holiday. If one (1) of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off in lieu thereof or a day's pay. These options will be the right of the employees.

18.10 Should an employee qualify for holiday pay and is not scheduled to work on the holiday, such employee shall be paid for the holiday, and on written request, shall be entitled to take an alternative day off, with pay.

ARTICLE 19 - VACATION

19.01 All full-time employees shall be entitled to vacation pay based on length of continued service calculated as of the 1st day of September each year. An employee who on that date has served with the Employer as shown below shall receive the following vacation benefits:

- (a) an employee with one (1) or more years but less than three (3) years shall receive vacation pay equal to four percent (4%);
- (b) an employee with three (3) or more years but less than eight (8) years shall receive vacation pay equal to

six percent (6%); and

(c) employees with eight (8) but less than fifteen (15) years shall receive vacation pay equal to eight percent (8%).

(d) Employees with fifteen (15) or more years shall receive vacation pay equal to ten percent (10%).

19.02 Employees who have less than one (1) year of continuous service with the Employer on the 1st day of September of each year shall receive one (1) day vacation pay for each full month of service up to ten (10) days vacation pay equal to four percent (4%) provided that no employee is entitled to take vacation time until after the completion of six (6) months of continuous employment with the Employer.

19.03 Vacation may be taken at any time during the vacation year (between January 1 and December 31). Vacation shall not be accumulated from year to year and shall not be carried over to the next vacation year. Employees shall be given preference with respect to vacation periods in accordance with seniority, subject to the Employer's requirements as to sufficient availability of staff to meet the needs of the Employer's clients.

19.04 An employee shall submit her vacation request in writing to the employer as far in advance of her vacation as possible but it is agreed that during desired vacation times (Christmas period and July/August) requests shall be submitted no less than eight weeks prior to the intended vacation.

19.05 An employee whose scheduled vacation is interrupted due to serious illness requiring the employee to be admitted to a hospital as an in-patient shall, upon furnishing satisfactory proof of the period of hospitalization, be considered on sick leave and not vacation during the relevant time. However, if an employee has exhausted her sick leave credit, the days of illness shall be without pay. The portion of the employee's vacation which is deemed to be sick leave will not be counted against the employee's vacation entitlement in accordance with this Article.

19.06 Home Service Workers may receive their accrued vacation pay if a written request is received four (4) weeks prior to their vacation. The balance of the vacation pay will be paid during the first pay period in September.

ARTICLE 20 - HOURS OF WORK

20.01 The Employer shall use its best efforts to provide employees with the maximum number of hours requested by employees in accordance with an employee's stated availability. The number of hours actually worked by employees in a day or in a week is fully dependent upon:

- (a) an employee's stated availability;
- (b) the number of hours of service ordered by the Employer's purchasers of service;
- (b) the needs of the Employer's clients; and
- (d) the seniority of the employee.
- (e) The Employer shall provide eating periods of at least one-half (1/2) hour at such intervals as will result in no employee working longer than five (5) consecutive hours without an eating break.

20.02 Travel Time

The employer will pay a maximum of one-half hour to employees who must travel between scheduled assignments, subject to the following exceptions:

- (a) During the time a worker is assigned to a "Cluster Care" project she will be reimbursed for "travel time" between assignments at a rate equal to the payment received from the Home Care Program for Metropolitan Toronto.
- (b) Workers who are not required to travel between assignments and who are not assigned to a "Cluster Care" project, will be reimbursed at the same rate as "Cluster Care".

20.03 Overtime

Overtime at the rate of one and one-half (1½) times an employee's equivalent hourly rate will be paid for all homemaking and housekeeping assignments exceeding eight (8) hours in a day or forty (40) hours in a week but not both. There shall be no pyramiding of overtime payment. Time off work due to holidays which are paid in accordance with Article 18 will be considered as time worked for the purposes of calculating overtime.

20.04 Employees who report for any scheduled work assignments will be guaranteed the number of hours specified in the

assignment except when such work is not available due to conditions beyond the control of the Employer.

ARTICLE 21 - SICK LEAVE

21.01 Each worker will be entitled to 49 hours of sick leave per calendar year cumulative for a thirty (30) calendar month period, not to exceed an accumulation of 122.5 hours earned sick time at any time, which can be used in the case of illness or injury (except illness or injury for which Workers Compensation are or could be received) as time off with pay.

21.02 After an employee has exhausted her sick leave credits any excess days of illness or injury for which an employee is unable to work shall be without pay. When an employee's sick leave credits have been exhausted, an employee with the guidance of the employer will apply for E.I. benefits. When an employee's sick leave credits and E.I. have been exhausted, at the request of the employee, and subject to the approval of the Program Supervisor, annual vacation may be substituted for unpaid sick days.

21.03 An employee who is scheduled to work and is unable to do so due to illness or injury, must notify the Employer and leave a message with the Employer's answering service, no later than 7:00 a.m. the day she is scheduled to work.

ARTICLE 22 - REIMBURSEMENT FOR TRAVEL

22.01 Where an employee is scheduled to receive two (2) assignments in one day over the course of a month she shall be reimbursed by the Employer for the equivalent of one-half (½) of the costs of a monthly TTC pass payable in arrears regardless of whether the worker uses public transportation or her own car.

22.02 Cab Fare

Cab fare will be reimbursed when the home service worker travels from the nearest T.T.C. stop to the client's residence, if time distance and/or weather conditions warrant, subject to supervisory approval. A receipt is mandatory.

ARTICLE 23 - CALL IN PAY

23.01 In the event an employee's assignment is cancelled after her arrival at a client's residence due to an error on the part

of the Employer, client absence or client's refusal to see the worker, the Employer will endeavour to give the worker another assignment. In the event the Employer does not have another assignment, the employee will be paid for the number of hours scheduled for the cancelled assignment.

ARTICLE 24 - BENEFITS

24.01 All full-time employees shall receive OHIP premiums paid by the Employer after six months of service.

ARTICLE 25 - TERM

25.01 This Agreement shall be effective on April 1, 2001 and shall continue thereafter until March 31, 2004.

This Agreement shall continue from year to year unless written notice to terminate or amend this Agreement is given by either other party within a period of ninety (90) days immediately prior to the expiration date. Where notice is given by either party in writing as referred to above, negotiations shall commence not later than thirty (30) days after the date of such written notice.

DATED THIS

DAY OF

2003.

FOR THE EMPLOYER

FOR THE UNION

AM/OEP

SCHEDULE "A"

Schedule of Wage Rates

Classification		Effective October 1, 2002	Effective April 1, 2003
Homemaker	Start	\$10.82	\$10.99
	6 months	\$11.17	\$11.35
	18 months	\$11.62	\$11.80
	30 months	\$12.17	\$12.35
	42 months	\$12.62	\$12.80
Housekeeper	Start	\$10.85	\$11.03
	1 Year	\$11.65	\$11.83
Health & Respite Worker	Start	\$11.62	\$11.80
	1 Year	\$12.17	\$12.35
	2 Year	\$12.62	\$12.80

Note: Incremental changes will take place on the Pay Day following the pay in which the qualifying date of each Level change.

Rates inclusive of Pay Equity.

APPENDIX "A"

The Employer also recognizes the Union as the sole and exclusive bargaining agent for all employees of Community Services to Circle of Home Care Services (Toronto) c.o.b. as Circle of Care in Metropolitan Toronto, regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, office and clerical staff. These persons shall be collectively referred to as part-time employees and all of the foregoing provisions of this Collective Agreement shall also apply to part-time employees even where the reference is to full-time employees except that part-time employees shall:

- (a) receive pregnancy/parental leave in accordance with the provisions of the Employment Standards Act, not under Article 14.06;
- (b) receive vacation and vacation pay as determined under the Employment Standards Act, not under Article 19;
- (c) not be entitled to sick leave/sick pay under Article 23;
- (d) not be entitled to benefits under Article 24 (O.H.I.P.); and
- (e) be entitled to the equivalent of the cost of one T.T.C. token if scheduled to receive two (2) assignments in one day and not the reimbursement for travel under Article 22.

LETTER OF UNDERSTANDING "A"

BETWEEN

CIRCLE OF HOME CARE SERVICES (TORONTO)
C.O.B. AS CIRCLE OF CARE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(A.F.L., C.I.O., C.L.C.)

This to confirm that those employees who are employed for privately paid hours (non-government) are subject to the following conditions:

WAGES:

Wages according to "Schedule B"

BENEFITS:

Benefits according to "Schedule B"

HOURS OF WORK:

Classification	Explanation
Housekeeping	As per existing contract
Homemaker	Overtime paid in excess of 8 hours per day.
Health and Respite Worker	Regular: Overtime paid in excess of 8 hours per day
	with the exception of live-in and Overnight (see below) shifts.
	Overnight: Between 8-12 hour night shift, paid full rate less two hours where employee can sleep 50% of the shift.
Live-In:	An average eight hour work within a 24 hour shift.

Eligibility for Government Hours:
Eligible for government hours as per Article 12.

LETTER OF UNDERSTANDING "B"

BETWEEN

**CIRCLE OF HOME CARE SERVICES (TORONTO)
C.O.B. AS CIRCLE OF CARE**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
(A.F.L., C.I.O., C.L.C.)**

Current Private Hours Subsidized By Government Funding
(prior to date of ratification):

The employee will continue to be paid under their current wage rate and benefit until the government ceases it's funding (anticipated date of Funding Discontinuation: January 1, 1998).

At such time that the Government reduces or withdraws its grant funding for private hours, resulting in their reduction or elimination, Senior Care will redistribute government hours based on seniority.

Effective from ratification all new private hours will be subject to the conditions as stated in Letter of Understanding A. The new private hours will be distributed on the following basis:

- Hours will be offered to current employees who have indicated their agreement to accept such hours under the new wage rates outlined in Schedule B. Benefits for these hours will be as per the Collective Agreement with the exception of the payment of Travel Time, Travel Allowance and Vacation Pay above 4%.
- Guaranteed Workers who choose not to be available for private hours will not forfeit their guarantee status.

SCHEDULE "B"

**SCHEDULE OF WAGE RATES AND BENEFITS FOR
PRIVATE (NON GOVERNMENT HOURS)***

Classification	Effective October 1, 2002	Effective April 1, 2003	Effective October 1, 2003	Effective January 1, 2004	Effective March 30, 2004
Housekeeper	\$9.91	\$10.33	\$10.58	\$10.82	\$10.99
Homemaker	\$9.91	\$10.33	\$10.58	\$10.82	\$10.99
Health and Respite Workers	\$9.91	\$10.33	\$10.58	\$10.82	\$10.99
Live-In Workers	\$9.91	\$10.33	\$10.58	\$10.82	\$10.99

*Rates inclusive of Pay Equity

Benefits:

Benefits for employees employed for private hours will be restricted to the Employment Standards Act which are as follows:

Workers Compensation Premium
 Canada Pension Plan Contribution
 Employment Insurance Contribution
 Employers Health Tax
 Statutory Holiday Only
 Vacation Pay (4%)

These benefits will not include:

Article 14.01 Bereavement Leave
 Article 14.02 Education Leave
 Article 14.03 Jury and Witness Duty
 Article 14.06 Pregnancy Leave
 Article 14.07 Parental Leave
 Article 18 Holidays
 Article 19 Vacation
 Article 20.03 Travel Time
 Article 21 Sick Leave
 Article 22 Reimbursement for Travel

Article 23 Call In Pay

LETTER OF UNDERSTANDING

BETWEEN

CIRCLE OF CARE

SERVICE EMPLOYEE INTERNATIONAL UNION, LOCAL 204

Without prejudice or precedent the parties agree as follows:

- 1) Circle of Care and the Service Employees International Union, Local 204 have previously agreed that Circle of Care would pass on any pay equity funding for the fiscal year ended 31st March 1999 to the employees to the extent that Circle of Care receives funding from the Province of Ontario. The Province of Ontario has not funded pay equity for the period January 1, 1999 to March 31, 1999.
- 2) Circle of Care paid, in good faith, the pay equity relating to the period January 1, 1999 to March 1999.
- 3) Circle of Care is required to increase calendar year 2000 payrolls by an amount equal to 1% of the 1999 calendar year payroll and distribute such amount to hourly employees as a rate per hour increase.
- 4) Until the funding for the period January 1, 1999 to March 31, 1999 is received by Circle of Care from the Province of Ontario the 12 cents increase payable January 1, 2000 for the year 2000 will be reduced by \$0.03 cts. (three cents) per hour.

- 5) Circle of Care undertakes to pay the unfunded amount (three cents per hour) as soon as the funding is received from the Province of Ontario.

Signed and dated this _____ date of _____ 2003.

For the Union

For the Employer

